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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

JORGE R. QUEZADA, et al.,

Plaintiff,

v.

CON-WAY FREIGHT, INC.,

Defendants.

) **Case No. 09-CV-03670 JSW(NJV)**

) (Assigned to Hon. Jeffrey S. White)

) **CLASS ACTION**

) ~~**PROPOSED**~~ **ORDER GRANTING**
) **PLAINTIFFS' UNOPPOSED MOTION**
) **FOR FINAL APPROVAL OF CLASS**
) **ACTION SETTLEMENT**

ORDER

This matter came on for hearing on January 9, 2015, at 9:00 a.m., following Plaintiff's Motion for Final Approval of Class Action Settlement. Due and adequate notice having been given to the certified Class, and the Court having considered all papers filed and proceedings had herein and all oral and written comments and no objections having been received regarding the proposed settlement, and having reviewed the record in the above captioned matter, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Court has jurisdiction over the subject matter of the above-captioned matter, the Class Representative, Defendant Con-way Freight Inc. ("Con-Way") and all members of the certified Class.

2. The term "Settlement Agreement" shall refer to the Joint Stipulation of Class Action Settlement and Release filed by the Class Representative in this case in connection with the parties' motion for preliminary approval of this matter, and all terms herein shall have the same meaning as terms defined in the Settlement Agreement, unless specifically provided herein.

3. The Court grants final approval of the parties' Settlement Agreement, as amended, according to the Court's October 3, 2014, Order Granting Preliminary Approval of Settlement (Docket No. 204), wherein the Court made the following revisions:

- a. On page 13, line 2 and lines 5-6 of the Settlement Agreement, the denominator is corrected to read, "Total Number of Waiting Time Penalty Settlement Class Members Who Do Not Opt Out."
- b. On page 19, lines 23-24 of the Settlement Agreement, the procedure will be modified so that skip traces will be performed on those notices that are returned as undeliverable or unclaimed, and should the skip traces reveal a new address the notices will be re-mailed to those new addresses.
- c. On page 7, lines 18-20, the Waiting Time Penalty Class is corrected to reflect that the class period is from February 17, 2006 (as opposed to 2005), through June 30, 2014.

4. The Court finds that the parties, through the work of CPT, the court appointed settlement administrator, have fully met the requirements of due process under the United States Constitution and

1 applicable state law.

2 5. The Court approves payment from the settlement proceeds to the Claims Administrator in
3 the amount of \$30,500.00.

4 6. The Court approves the settlement of the above-captioned action, and each of the releases
5 and other terms set forth in the Settlement Agreement, as fair, just, reasonable and adequate as to the
6 Settlement Class, the Class Representative, and Con-Way (collectively "Settling Parties"). The Settling
7 Parties and the Settlement Administrator are directed to perform all further acts required in accordance
8 with the terms set forth in the Settlement Agreement.

9 7. Except as to any individual claim of those persons who have validly and timely requested
10 exclusion from the Class (identified in Exhibit "A" hereto), all of the claims asserted in the above-
11 captioned matter are dismissed with prejudice as to the Class Representative and the Settlement Class
12 Members.

13 8. The PAGA claims will be settled for the amount of \$25,000, with the LWDA's payment of
14 75% of that amount being out of the total agreed sum, and the remaining 25% to be included in the
15 settlement fund.

16 9. The court approves Class Counsel's unopposed motion for an award of attorneys' fees and
17 costs and for an enhancement award for the representative plaintiff. Class Counsel shall be awarded
18 attorneys' fees in the amount of \$666,666.66 (equal to 33.3% of the common fund established for the
19 Class), reimbursement of costs and expenses in the amount of \$49,500.00; and Plaintiff Jorge Quezada
20 shall receive an enhancement award in the amount of \$20,000.00.

21 10. By this Judgment, the Class Representative, and each Settlement Class Member who has
22 not validly and timely requested exclusion from the Settlement by opting out, is deemed to have fully
23 and finally released and discharged Con-Way and its past, present and future parents, subsidiaries
24 (whether or not wholly-owned), joint ventures, affiliates (including each such affiliate's past, present
25 and future parents, subsidiaries and joint ventures), divisions and subdivisions, and each of such
26 entities' current and former officers, directors, employees, partners, shareholders, agents, insurers,
27 successors, assigns, and legal representatives, all in their individual and corporate capacities
28 (collectively, the "Con-Way Parties") from any and all claims, causes of action, damages, wages,

benefits, expenses, penalties, debts, liabilities, demands, obligations, attorneys' fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected, arising from (1) the Lawsuit and any Claims arising out of or reasonably related to the facts alleged in the Lawsuit, including without limitation all claims under the California Labor Code, Industrial Welfare Commission Wage Orders and the California Business and Professions Code, claims for restitution and other equitable relief, liquidated damages, punitive damages, waiting time penalties, penalties of any nature whatsoever (including, but not limited to, civil penalties pursuant to the Private Attorney General's Act of 2004 ("PAGA")), other compensation or benefits arising out of or reasonably related to the facts, incidents, transactions, events, occurrences, disclosures, statements, acts, or omissions in law or in equity, asserted or that could have been reasonably asserted from the facts alleged in the Lawsuit by any Class Member against the Releasees up to the expiration of the "Opt Out Period," and (2) any wage and hour violations, whether premised on statute, contract, tort or other theory of liability under state, federal or local law, arising out of or reasonably related to the facts, incidents, transactions, events, occurrences, disclosures, statements, acts, or omissions in law or in equity, asserted or that could have been reasonably asserted from the facts alleged in the Lawsuit by any Class Member against the Releasees up to the expiration of the "Opt Out Period." The release by Class Members also includes a waiver of any rights a Class Member otherwise may have under California Civil Code Section 1542 regarding unknown and unsuspected claims relating to the Covered Claims. Notwithstanding the above, the release by the Class Members, including Plaintiff Quezada, does not include a release of claims for Labor Code section 226.7(c) penalties for failure to provide meal periods or rest breaks.

11. Neither the Settlement Agreement nor the settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claims or Class Representative's Released Claims, any wrongdoing or liability of Con-Way or any of the Con-Way Parties, or whether class or collective action certification is warranted in any other litigation; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Con-Way or any of the Con-Way Parties in any civil, criminal

1 or administrative proceeding in any court, administrative agency or other tribunal. Con-Way may file
2 the Judgment from the above-captioned matter in any other action that may be brought against them in
3 order to support a defense or counterclaim based on principles of res judicata, collateral estoppel,
4 release, good faith settlement, judgment bar or reduction or any theory of claim preclusion or issue
5 preclusion or similar defense or counterclaim.

6 12. This matter is hereby dismissed on the merits and with prejudice, permanently barring the
7 Class Representative and all other Settlement Class Members (other than those who timely and validly
8 opted out of the Settlement) from prosecuting any of the Released Claims, the Class Representative
9 from prosecuting any of the Released Claims or Class Representative's Released Claims, or the Class
10 Counsel from prosecuting any of the Class Counsels' Released Claims. The Court reserves and retains
11 exclusive and continuing jurisdiction over the above-captioned matter, the Class Representative, the
12 Settlement Class, and Con-Way for the purposes of supervising the implementation, effectuation,
13 enforcement, construction, administration and interpretation of the Settlement Agreement and this
14 Judgment.

15 13. This document shall constitute a judgment for purposes of Rule 58 of the Federal Rules of
16 Civil Procedure.

17 **IT IS SO ORDERED.**

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19
20 DATED January 15, 2015



Honorable Jeffrey S. White
United States District Judge

EXHIBIT A

(To [Proposed] Order Granting Plaintiff's Motion for Final Approval)

EXHIBIT A

(To [Proposed] Order Granting Plaintiff's Motion for Final Approval)

LIST OF DRIVERS WHO OPTED OUT OF CLASS	
Claim Number	Employee Name
1.	Lettieri, James W
2.	Bush, Joseph
3.	Standhardt, John P
4.	Baldwin, Brent A
5.	Felix, Jason J
6.	Carrasco, Andres
7.	Acosta, David
8.	Morales, Bernardo
9.	Hogan, Britton J